

May 28, 2014

UNITED STATES DEPARTMENT OF
VETERAN AFFAIRS
REQUEST FOR APPROVAL OF AN
INTERCONNECTION AGREEMENT
(CHAPTER 324)

ORDER ADOPTING STANDARD
FORM INTERCONNECTION
AGREEMENT

I. SUMMARY

Through this Order, I adopt a Government Standard Form Interconnection Agreement for use by the federal government for small generator interconnection under Section 3 of Chapter 324 of the Commission's Rules.

II. BACKGROUND

On December 30, 2013, the United States Department of Veterans Affairs (USVA) filed a request for the Commission to adopt a stand-alone "Government Standard Form Interconnection Agreement" for use by the federal government. The December 30th request was related to a previous waiver request granted by the Commission to Central Maine Power Company (CMP) related to a USVA project at its Togus Regional Office. The previous request was filed by CMP on September 20, 2013, and sought a waiver of several of the provisions of section 12(I) of Chapter 324 (Small Generator Interconnection Procedures) related to CMP's provision of interconnection service for a 2.4kW wind turbine and 800kW biomass generator at to the USVA's Togus Regional Office (Togus project). *Central Maine Power Company, Request for Waiver of Chapter 324 Section 12(I) (Interconnection Agreements)*, Docket No. 2013-460 (October 16, 2013), Order Granting Waiver. Section 12(I) states that interconnection agreements that fall under the provisions of the rule shall utilize the forms provided and adopted by the Commission. The USVA had requested that CMP make certain revisions to the applicable standard form interconnection agreement due limits in the USVA's contracting authority with respect to several federal statutes. The requested revisions were as follows:

- Modification to §§ 6.2 and 6.3.1-6.3.5 of the Commission's standard form interconnection agreement to eliminate certain language that violated the Antideficiency Act and to add additional language that brought the liability and indemnification requirements of the USVA into compliance with the Federal Tort Claims Act;

- Modification of the insurance provisions in Article 7 of the Standard Form Interconnection Agreement to reflect that the federal government will self-insure and cannot be required to carry insurance under the Federal Tort Claims; Antideficiency, and Automatic Payment of Judgments Act ; and
- Modification of § 9.1 of the Standard Form Interconnection Agreement to amend the language to recognize the priority of federal law over Maine law in regards to governing law and regulatory authority issues.

CMP indicated the revisions to the standard agreement requested by USVA were acceptable and, moreover, that the USVA had submitted that, without the above mentioned modifications, it would be prohibited from executing the agreement. Finding the proposed revisions provided necessary clarifications to the standard form agreement that were not inconsistent with the purposes of the rule or any statutory provision, I found that good cause existed and granted the waiver as requested by CMP.

Following the issuance of the waiver the USVA filed the subsequent request for the Commission to adopt a stand-alone “Government Standard Form Interconnection Agreement” on December 30, 2013. The USVA asked the Commission incorporate specific changes to the Level 2, 3 & 4 standard form interconnection agreement to create a new standard form interconnection agreement for use by exclusively by the federal government. The content of the changes and justification provided by the USVA were identical to that included in CMP’s request related to the Togus project. Specifically, the USVA stated that the existing standard form interconnection agreement, in its current form, contained a provision § 6.2 which violated the Anti-Deficiency Act, that §§ 6.31- 6.3.5 were inconsistent with the government’s self-insured status and that § 9 needed to reflect that the agreement would be governed by the laws of the United State of America.

The request went on to say that this type of specialized interconnection agreement, “is typical of a modern trend nationwide to change or eliminate liability clauses for the Government so as not to violate the Anti-Deficiency Act.” The USVA also submitted an affidavit by Brenda Parks, a contracting officer with the USVA and the Togus agreement previously approved by the Commission.

On February 10, 2014 the Commission issued a request for comments on the USVA’s proposal. Comments were received from Central Maine Power (CMP) and Emera Maine (Emera). CMP’s comments were supportive but Emera had some concerns about language The USVA submitted responsive comments addressing Emera’s concerns and providing more detail on the necessity of proposed changes.

III. DECISION

Pursuant the delegated authority granted under Section 3 of Chapter 324 of the Commission’s Rules, I approve this Government Standard Form Interconnection

Agreement (Federal Government Agreement) for use by all federal entities entering into interconnection agreements for distributed generation resources with Maine T & D Utilities. The Federal Government Agreement is consistent with the format we approved for the Togus project and with the requirements and purpose of Chapter 324. Although the USVA currently has no plans for additional distributed generation facilities in Maine, the revised Federal Government Agreement should facilitate other federal entities in purposing distributed generation solutions in the state.

Dated at Hallowell, Maine, this 28th day of May, 2014.

BY ORDER OF THE DIRECTOR OF ELECTRIC
AND GAS UTILITY INDUSTRIES


Faith Huntington

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Forms and Agreements 5: Level 2, Level 3 and Level 4 Interconnection Agreement

This Agreement is made and entered into this ____ day of _____ by and between _____, a _____ organized and existing under the laws of the State of _____, ("Interconnection Customer,") and _____, a _____, existing under the laws of the State of Maine, ("T & D Utility"). Interconnection Customer and T & D Utility each may be referred to as a "Party," or collectively as the "Parties."

Recitals:

Whereas, Interconnection Customer is proposing to develop a Small Generator Facility, or generating capacity addition to an existing Small Generator Facility, consistent with the Interconnection Request completed by Interconnection Customer on _____; and

Whereas, Interconnection Customer desires to interconnect the Small Generator Facility with T & D Utility's Electric Distribution System.

Now, therefore, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

Article 1. Scope and Limitations of Agreement

- 1.1 This Agreement shall be used for all approved Level 2, Level 3, and Level 4 Interconnection Requests according to the procedures set forth in the Standard Small Generator Interconnection Rule.
- 1.2 This Agreement governs the terms and conditions under which the Small Generator Facility will interconnect to, and operate in Parallel with, T & D Utility's Electric Distribution System.
- 1.3 This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power.
- 1.4 Nothing in this Agreement is intended to affect any other agreement between T & D Utility and the Interconnection Customer. However, in the event that the provisions of this agreement are in conflict with the provisions of the T & D Utility tariff, the T & D Utility tariff shall control.
- 1.5 Responsibilities of the Parties
 - 1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, and Operating Requirements.
 - 1.5.2 The Interconnection Customer shall construct, interconnect, operate and maintain its Small Generator Facility, and construct, operate, and maintain its Interconnection Equipment in accordance with the applicable manufacturer's recommended maintenance schedule, in accordance with this Agreement.
 - 1.5.3 T & D Utility shall construct, own, operate, and maintain its Electric Distribution System and Interconnection Facilities in accordance with this Agreement.

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1.5.4 The Interconnection Customer agrees to construct its Electric Distribution System or systems in accordance with applicable specifications that meet or exceed the National Electrical Code, the American National Standards Institute, IEEE, Underwriters Laboratories, and any other Operating Requirements.

1.5.5 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the Electric Distribution System that it now or subsequently may own unless otherwise specified in the Exhibits to this Agreement and shall do so in a manner as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the other party

1.5.6 Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the Point of Common Coupling.

1.6 Parallel Operation Obligations Once the Small Generator Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all written rules and procedures developed by the T & D Utility which pertain to the parallel operation of the Small Generator Facility, copies of which are provided as an Exhibit [] to this Agreement.

1.7 Reactive Power

The Interconnection Customer shall design its Small Generator Facility to maintain a composite power delivery at continuous rated power output at the Point of Common Coupling at a power factor within the range of 0.95 leading to 0.95 lagging.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

The Interconnection Customer shall test and inspect its Small Generator Facility and Interconnection Facilities prior to interconnection, and in accordance with IEEE 1547 Standards.

2.2 Certificate of Completion

Prior to commencing parallel operation, the Interconnection Customer shall provide T & D Utility with a Certificate of Completion in the form of Attachment 6 of the Interconnection Forms and Agreements. The Certificate of Completion must either be signed by an electrical inspector with the authority to approve the interconnection or be accompanied by the electrical inspector's own form authorizing interconnection of the Small Generation Facility.

2.3 Parallel Operation Obligations

The Interconnection Customer shall abide by all permissible written rules and procedures developed by the T & D Utility which pertain to the parallel operation of the Small Generation Facility. In the event of conflicting provisions the Interconnection Procedures shall take precedence over the T & D Utility's rule or procedure. Copies of the Utilities rules and procedures for parallel operation are either provided as an Exhibit to this Agreement or an Exhibit that provides a reference to a website where copies of the rule or procedure is maintained.

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2.4 Right of Access

At reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Company shall have access to Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its Customers.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

This Agreement shall become effective upon execution by the Parties.

3.2 Term of Agreement

This Agreement shall become effective on the Effective Date and shall remain in effect perpetually, unless terminated earlier in accordance with Article 3.3 of this Agreement.

3.3 Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.

3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving T & D Utility 20 Business Days written notice.

3.3.2 Either Party may terminate this Agreement after Default pursuant to Article 6.6.

3.3.3 Upon termination of this Agreement, the Small Generator Facility will be disconnected from T & D Utility's Electric Distribution System. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.3.4 The provisions of this Article shall survive termination or expiration of this Agreement.

3.4 Temporary Disconnection

The T & D Utility may temporarily disconnect the Small Generator Facility from its Electric Distribution System for so long as reasonably necessary in the event one or more of the following conditions or events occurs:

3.4.1 Emergency Conditions

"Emergency Condition" shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of T & D Utility, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Electric Distribution System, T & D Utility 's Interconnection Facilities or (3) that, in the case of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Small Generator Facility or the Interconnection Equipment . Under Emergency Conditions, T & D Utility or the Interconnection Customer may immediately suspend interconnection service and temporarily disconnect the Small Generator Facility. T & D Utility shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably

be expected to affect the Interconnection Customer's operation of the Small Generator Facility. The Interconnection Customer shall notify T & D Utility promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect T & D Utility's Electric Distribution System. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' Electric Distribution System and operations, its anticipated duration, and the necessary corrective action.

3.4.2 Routine Maintenance, Construction, and Repair

T & D Utility may interrupt interconnection service or curtail the output of the Small Generator Facility and temporarily disconnect the Small Generator Facility from T & D Utility's Electric Distribution System when necessary for routine maintenance, construction, and repairs on T & D Utility's Electric Distribution System. T & D Utility shall provide the Interconnection Customer with five Business Days notice prior to such interruption. T & D Utility shall use reasonable efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.

3.4.3 Forced Outages

During any forced outage, T & D Utility may suspend interconnection service to effect immediate repairs on T & D Utility's Electric Distribution System. T & D Utility shall use reasonable efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, T & D Utility shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

3.4.4 Adverse Operating Effects

T & D Utility shall provide the Interconnection Customer with a written notice of its intention to disconnect the Small Generator Facility if, based on Good Utility Practice, the T & D Utility determines that operation of the Small Generator Facility will likely cause disruption or deterioration of service to other Customers served from the same electric system, or if operating the Small Generator Facility could cause damage to T & D Utility's Electric Distribution System. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. T & D Utility may disconnect the Small Generator Facility if, after receipt of the notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time which shall be at least five Business Days from the date the Interconnection Customer receives the T & D Utility's written notice supporting the decision to disconnect, unless Emergency Conditions exist in which case the provisions of Article 3.4.1 apply.

3.4.5 Modification of the Small Generator Facility

The Interconnection Customer must receive written authorization from T & D Utility before making any change to the Small Generator Facility that may have a material impact on the safety or reliability of the Electric Distribution System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification without T & D Utility's prior written authorization, the latter shall have the right to temporarily disconnect the Small Generator Facility.

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3.4.6 Reconnection

The Parties shall cooperate with each other to restore the Small Generator Facility, Interconnection Facilities, and T & D Utility's Electric Distribution System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

4.1.1 The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in the Exhibits to this Agreement. If a Electric Distribution System Study was performed, T & D Utility shall identify its Interconnection Facilities necessary to safely interconnect the Small Generator Facility with T & D Utility's Electric Distribution System, the cost of those Electric Distribution System, and the time required to build and install those Electric Distribution System.

4.1.2 The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its Interconnection Equipment, and (2) operating, maintaining, repairing, and replacing T & D Utility's Interconnection Facilities as set forth in the Exhibits to this Agreement.

4.2 Distribution Upgrades

T & D Utility shall design, procure, construct, install, and own any Distribution Upgrades. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

Article 5. Billing, Payment, Milestones, and Financial Security

5.1 Billing and Payment Procedures and Final Accounting

5.1.1 T & D Utility shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of T & D Utility provided Interconnection Facilities and Distribution Upgrades contemplated by this Agreement as set forth in the Exhibits to this Agreement, on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within thirty (30) calendar days of receipt, or as otherwise agreed to by the Parties.

5.1.2 Within ninety (90) calendar days of completing the construction and installation of T & D Utility's Interconnection Facilities and Distribution Upgrades described in the Exhibits to this Agreement, T & D Utility shall provide the Interconnection Customer with a final accounting report of any difference between (1) the actual cost incurred to complete the construction and installation and the budget estimate provided to the Interconnection Customer and a written explanation for any significant variation. (2) the Interconnection Customer's previous deposit and aggregate payments to T & D Utility for such Interconnection Facilities and Distribution Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous deposit and aggregate payments, T & D Utility shall invoice the Interconnection Customer for the amount due.

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and the Interconnection Customer shall make payment to T & D Utility within thirty (30) calendar days. If the Interconnection Customer's previous deposit and aggregate payments exceed its cost responsibility under this Agreement, T & D Utility shall refund to the Interconnection Customer an amount equal to the difference within thirty (30) calendar days of the final accounting report.

5.2 Interconnection Customer Deposit

At least twenty (20) Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of T & D Utility's Interconnection Facilities and Distribution Upgrades, the Interconnection Customer shall provide T & D Utility with a deposit equal to 50 percent of the cost estimated for its Interconnection Facilities prior to its beginning design of such Electric Distribution System .

Article 6. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default

6.1 Assignment

This Agreement may be assigned by either Party upon fifteen (15) Business Days prior written notice, and with the opportunity to object by the other Party. When required, consent to assignment shall not be unreasonably withheld; provided that:

6.1.1 Either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement;

6.1.2 The Interconnection Customer shall have the right to assign this Agreement, without the consent of T & D Utility, for collateral security purposes to aid in providing financing for the Small Generator Facility;

6.1.3 Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same obligations as the Interconnection Customer.

6.2 Limitation of Liability and Indemnification

6.2.1 Notwithstanding any other provision of this Agreement, T&D Utility shall assume all liability for and shall indemnify Interconnection Customer for any claims, losses, costs, and expenses of any kind or character to the extent that they result from T&D Utility's negligence in connection with the design, construction, or operation of its Electric Distribution System as described on Exhibit A; provided, however, that T&D Utility shall have no obligation to indemnify Interconnection Customer for claims brought by claimants who cannot recover directly from T&D Utility. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Interconnection Customer's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Interconnection Customer; (e) damages to the

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property of a third person. In no event shall T&D Utility be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. T&D Utility does not assume liability for any costs for damages arising from the disruption of the business of Interconnection Customer or for Interconnection Customer's costs and expenses of prosecuting or defending an action or claim against T&D Utility. This paragraph does not create a liability on the part of T&D Utility to Interconnection Customer or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.

6.2.2 Notwithstanding any other provision of this Agreement, the liability, if any, of the Government relating to this Agreement, for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act (28 U.S.C. §§ 1346, and 2671-2680). Subject to applicable Federal, State and local law, each Party's liability to the other for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement shall be limited to the amount of direct damages actually incurred, and in no event shall either Party be liable to the other for any indirect, special, consequential, or punitive damages.

6.2.3 T&D Utility and Interconnection Customer shall each be responsible for the safe installation, maintenance, repair, and condition of their respective lines and appurtenances on their respective sides of the point of delivery. T&D Utility does not assume any duty of inspecting Interconnection Customer's lines, wires, switches, or other equipment and will not be responsible therefor. Interconnection Customer assumes all responsibility for the electric service supplied hereunder and the Electric Distribution System used in connection therewith at or beyond the point of delivery, the point of delivery being the point where the electric energy first leaves the wire or Electric Distribution System provided and owned by T&D Utility and enters the wire or Electric Distribution System provided by Interconnection Customer.

6.3 RESERVED

6.4 Consequential Damages

Neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

6.5 Force Majeure

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6.5.1 As used in this Article, a Force Majeure Event shall mean "any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing."

6.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance, and if the initial notification was verbal, it should be promptly followed up with a written notification. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be reasonably mitigated. The Affected Party will use reasonable efforts to resume its performance as soon as possible.

6.6 Default

6.6.1 No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement, or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Article 6.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

6.6.2 If a Default is not cured as provided for in this Article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Article will survive termination of this Agreement.

Article 7. Insurance

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In connection with Interconnection Customer's performance of its duties and obligations under this Agreement, Interconnection Customer agrees that during the term of the Agreement it shall self-insure, subject to and in accordance with the Federal Tort Claims Act, 28 U.S.C. 1346(b) and 2671-2680, the Antideficiency Act, 31 U.S.C. 1341, 1342, 1349, 1350 and 1351, and the Automatic Payment of Judgments Act, 31 U.S.C. 1304 (collectively "Federal Statutes") to cover (with a combined single limit of not more than two million dollars (\$2,000,000) for each occurrence) against claims resulting from bodily injury, wrongful death, and property damage arising out of Interconnection Customer's ownership and/or operations of the Small Generator Facility under this Agreement. Subject to and in accordance with the Federal Statutes, Interconnection Customer's self-insurance shall include T&D Utility as an additional insured and shall be primary and not excess to or contributing with any insurance or self-insurance maintained by T&D Utility. Notice of all cancellations, terminations, alterations, and material changes of such self-insurance shall be submitted to T&D Utility.

Article 8. Dispute Resolution (see provisions in the Maine Public Utility Commission's Standard Small Generator Interconnection Rules)

Article 9. Miscellaneous

9.1 Governing Law and Regulatory Authority

This Agreement shall be governed by the laws of the United States of America and, to the extent that there is no applicable or controlling federal law, the laws of the State of Maine, without regard to conflicts of law principles, with the exception that the procedural laws and evidentiary rules of the State of Maine relating to governmental immunities and the authority of T&D Utility to execute and perform its obligations under this Agreement shall apply.

9.2 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

9.3 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

9.4 Waiver

9.4.1 The failure of a Party to this Agreement to insist, on any occasion, upon

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strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

9.4.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from T & D Utility. Any waiver of this Agreement shall, if requested, be provided in writing.

9.5 Entire Agreement

This Agreement, including all Exhibits, constitutes the entire Agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

9.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

9.7 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

9.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

9.9 Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Small Generator Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

9.10 Subcontractors

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Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

9.10.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall T & D Utility be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

9.10.2 The obligations under this Article will not be limited in any way by any limitation of subcontractor's insurance.

Article 10. Notices

10.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national carrier service, or sent by first class mail, postage prepaid, to the person specified below:

If to Interconnection Customer:
Interconnection Customer:

Attention: _____
Address: _____
City: _____ State: _____
Zip: _____
Phone: _____ Fax: _____ E-
mail _____

If to T & D Utility:
T & D Utility _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____ E-
mail _____

10.2 Billing and Payment

Billings and payments shall be sent to the addresses set out below:

Interconnection Customer:

[Type text]

Attention: _____
Address: _____

City: _____ State: _____
Zip: _____

T & D Utility: _____
Attention: _____
Address: _____

City: _____ State: _____
Zip: _____

10.3 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's Electric Distribution System .

Interconnection Customer's
Operating
representative: _____
Attention: _____
Address: _____

City: _____ State: _____
Zip: _____
Phone: _____ Fax: _____ E-
Mail _____

T & D Utility 's Operating Representative:

Attention: _____
Address: _____

City: _____ State: _____
Zip: _____
Phone: _____ Fax: _____

Article 11. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For the Transmission Provider

Name: _____

Title: _____

Date: _____

[Type text]

For the Interconnection Customer

Name: _____

Title: _____

Date: _____

Exhibits (if any):